

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

CHRISTOPHER C JOHNSON

CASE NO. 3:23-cv-5224-BHS

Plaintiff(s),

v.

COMPLAINT FOR A CIVIL CASE

GREENBURG, GRANT & RICHARDS  
INC.,

Jury Trial: ☒ Yes ☐ No

Defendant.

**I. INTRODUCTION**

1. This is a civil action for actual, statutory damages and cost brought by Christopher C. Johnson, ("Plaintiff") an individual consumer, against defendant, Greenburg, Grant & Richards INC., for violations of the Fair Credit Reporting Act, 15 U.S.C § 1681 et seq. (hereinafter "FCRA").

**II. BASIS FOR JURISDICTION**

2. Jurisdiction of this court arises under 15 U.S.C § 1681(p) and 28 U. S. C § 1331. Venue is proper in this judicial district pursuant to 28 U.S.C. 1391(b)(1) and 28 U.S.C. § 1391(b)(2) because a substantial part of the events, omissions, or conduct giving rise to Plaintiff claim occurred in this judicial district. Defendant Greenburg, Grant & Richards INC. transact business in Puyallup, Pierce County, Washington.

**III. PARTIES**

3. Plaintiff, Christopher C. Johnson is a natural person and consumer as defined by 15 U.S.C. § 1681a(c), residing in Puyallup, Washington.

4. Upon information and belief, Defendant Greenburg, Grant & Richards INC is a Texas corporation with its principal place of business located at 5858 WESTHEIMER SUITE 500, Houston, TX 77057.

**IV. FACTS**

5. On or about January 10, 2023, Plaintiff reviewed his Lexis Nexis consumer report.

6. In the report the Plaintiff observed an unauthorized inquiry from the Defendant.

7. Defendant unlawfully obtained the Plaintiffs Lexis Nexis consumer report on 3/25/2022. See Exhibit A.

8. According to 15 U.S.C. § 1681a(r)(4) the term “account” is defined as having the same meaning as in section 1693a of this title.

9. Plaintiff never initiated and consumer credit transaction with Defendant nor had an “account” with Defendant for review or collection as defined under the FCRA.

10. On February 7<sup>th</sup> 2023 Plaintiff mailed Defendant a “Unauthorized Inquiry” letter via certified mail tracking number 9414811898765838796303, to address the unlawful activity in an good faith attempt to resolved the matter outside litigation, this letter was received February 16<sup>th</sup> 2023, see Exhibit B.

11. Defendant failed to address the Plaintiff’s concerns about the unauthorized inquiry on his consumer report.

**COUNT 1 VIOLATION OF THE FAIR CREDIT REPORTING ACT**

12. Defendants actions violated 15 U.S.C § 1681b. Permissible Purpose.

13. The Defendant violations include but are not limited to the following:

(a) The Defendant violated 15 U.S.C § 1681b by failing to have permissible purpose to obtain Plaintiff consumer report;

(b) Defendant did not have a court order to obtain Plaintiff consumer report.

(c) Plaintiff never gave written permission for Defendant to obtain his consumer report.

(d) Plaintiff does not have an account, which is defined under and have the same meaning under the Electronic Funds Transfer Act 15 U.S.C § 1693a (2), with the Defendant.

14. As a result of the Defendants violations of the Fair Credit Reporting Act, the Defendant is liable for actual and statutory damages and cost.

### **V. JURY DEMAND AND PRAYER FOR RELIEF**

Wherefore, Plaintiff Christopher C. Johnson, respectfully demands a jury trial and request that judgement be entered in favor or the Plaintiff against the Defendant for:

(a) Violating the Fair Credit Reporting act;

(b) Actual damages pursuant to 15 U.S.C. § 1681n(a)(1)(A);

(c) Statutory damages of \$1000 pursuant to 15 U.S.C. § 1681n(a)(1)(B);

(d) Court cost Pursuant to 15 U.S.C § 1681n(a)(2)

(e) For such other and further relief as the court may deem just and proper.

### **III. CERTIFICATION AND CLOSING**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

1 I agree to provide the Clerk's Office with any changes to my address where case-related  
2 papers may be served. I understand that my failure to keep a current address on file with the  
3 Clerk's Office may result in the dismissal of my case.

4 Date of signing:

3-15-2023

5 Signature of Plaintiff

Christopher C. Johnson

6 Printed Name of Plaintiff

CHRISTOPHER C. JOHNSON



20221118	Written Consent - Prequalification	Credit Karma, LLC 1100 Broadway Suite 1800 Oakland CA 07946 415-510-5238
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Total Pages 37 of 54

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Exhibit A

1/1/2023

20221113	Written Consent - Prequalification	Credit Karma, LLC 1100 Broadway Suite 1800 Oakland CA 07946 415-510-5238
20221113	Written Consent - Prequalification	Credit Karma, LLC 1100 Broadway Suite 1800 Oakland CA 07946 415-510-5238
20220921	Written Consent - Prequalification	Credit Karma, LLC 1100 Broadway Suite 1800 Oakland CA 07946 415-510-5238
20220921	Written Consent - Prequalification	Credit Karma, LLC 1100 Broadway Suite 1800 Oakland CA 07946 415-510-5238
20220920	Written Consent - Prequalification	Credit Karma, LLC 1100 Broadway Suite 1800 Oakland CA 07946 415-510-5238
20220719	Written Consent - Prequalification	Credit Karma, LLC 1100 Broadway Suite 1800 Oakland CA 07946 415-510-5238
20220719	Written Consent - Prequalification	Credit Karma, LLC 1100 Broadway Suite 1800 Oakland CA 07946 415-510-5238
20220419	Insurance Underwriting	Liberty Mut Ins Co ADPF 10 SAINT JAMES AVE BOSTON MA 02116 3813
20220419	Insurance Underwriting	State Farm Mutual 1 State Farm Plaza BLOOMINGTON IL 61701
20220419	Insurance Underwriting	Geico 4295 Occumgee Blvd Macon GA 31201
20220419	Insurance Underwriting	State Farm Mutual 1 State Farm Plaza BLOOMINGTON IL 61701
20220419	Insurance Underwriting	State Farm Mutual 1 State Farm Plaza BLOOMINGTON IL 61701
20220419	Insurance Underwriting	State Farm Mutual 1 State Farm Plaza BLOOMINGTON IL 61701
20220419	Insurance Underwriting	State Farm Mut 1 State Farm Plaza Bloomington IL 61701
20220419	Insurance Underwriting	Liberty Mutual Ins Co 1000 Aaa Dr Ste 150 Heathrow FL 32746 5060
20220419	Insurance Underwriting	State Farm Mut 1 State Farm Plaza Bloomington IL 61701
20220404	Insurance Underwriting	Travelers Commercial Accounts 1 TOWER SQ HARTFORD CT 06183-0001

The following inquiries are shared with companies that view your Consumer file, may be used in credit scoring and may impact a credit rating. The purpose of each inquiry is noted below under Inquiry Permissible Purpose and may include applying for credit or financing, debt collection activities, or tenant screening.

Date of Inquiry (Year/Mo/Day)	Inquiry Permissible Purpose	Inquiring Company and Contact Details
20220815	Collections	NAVY FEDERAL CREDIT UNION 820 FOLLIN LN SE VIENNA VA 22180 4907 8003363767
20220812		NAVY FEDERAL CREDIT UNION 820 FOLLIN LN SE VIENNA VA 22180 4907 8003363767
20220411	Credit Application	NetCredit/Republic Bank & Trust 175 W Jackson Blvd., Chicago, IL 60604
20220315	Collections	GREENBERG GRANT & RICHARDS INC 5858 WESTHEIMER RD STE 500 STE 500 HOUSTON TX 77057 8883611000

*Exhibit B*

Christopher Johnson  
5613 121ST STREET CT E APT 1  
PUYALLUP WA 98373-1914

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**USPS CERTIFIED MAIL**



**9414 8118 9876 5838 7963 03**

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ATTN President/CEO  
Greenburg, Grant & Richards INC.  
5858 WESTHEIMER RD STE 500  
HOUSTON TX 77057-5645



**\$6.85 US POSTAGE**

**FIRST-CLASS**

Feb 13 2023

Mailed from ZIP 34747

1 OZ FIRST-CLASS MAIL LETTER  
RATE

11923275



062S0012913542



Christopher C Johnson  
5613 121st Street Court E #1  
Puyallup, WA 98373

Exhibit B

Greenburg, Grant & Richards INC.  
ATTN: Legal Department  
5858 Westheimer Road Suite 500  
Houston, TX 77057

February 7 2023

Re: Unauthorized inquiry to my consumer report; demand for \$1,000 settlement

To: Greenburg, Grant & Richards INC.

You are in violation of the Fair Credit Reporting Act ("FCRA") 15 U.S.C. 1681 et seq. For unlawfully obtaining my Lexis Nexis consumer report on March 15th 2022 without my authorization and a permissible purpose under the FCRA. See 15 U.S.C. 1681b. The FCRA specifically states that " a person shall not obtain a consumer report for any purpose unless- (1) the consumer report is obtained for a purpose for which the consumer report is authorized to be furnished under this section; and ( the purpose is certified in accordance with section 1681e of this title by prospective user of the report through a general or specific certification. 15 USC 1681b(f). Chester v. Purvis, 260f. Supp. 2d 711(S.D. Ind. 2003).

I have not initiated any credit transaction with Greenburg, Grant & Richards INC. and had no "account" with Greenburg, Grant & Richards INC for collection.

The Fair Credit Reporting Act does not permit retrieval of a consumer report in the connection with the collection of any debt. Rather such an inquiry is only permitted when the report is to be used in connection in the collection of an "account" which is a narrowly defined term which encompasses only:

a demand deposit, savings deposit or other asset account (other than an occasional or incidental credit balance in an open end credit plan as defined in section 1602(i) [1] of this title), as described in regulations of the Bureau, established primarily for personal, family or household purposes[.]

15 USC 1693a(2); see 15 U.S.C. 1681a(r)(4) ( incorporating definition of "account" set forth in the Electronic funds Act). Greenburg, Grant & Richards INC. cites no evidence that sought my consumer report in connection with the collection of a debt that satisfied the definition of "account" herein.

Furthermore, under the Fair Credit Reporting Act in case of liability of a natural person for obtaining a consumer report under false pretenses or knowingly without a permissible purpose,

Exhibit B

actual damages sustained by the consumer as a result of the failure or \$1,000, whichever is greater, see 15 U.S.C. 1681n(a).

For sake of judicial economy, I am willing to settle this matter without any admitted liability. I offer a full and final settlement of this issue if you comply with the following demands upon you: cease and desist obtaining copies of my consumer report from all consumer reporting agencies, pay me \$1,000 and deliver to my address above within 14 days from receiving this demand.

Please be advised that I am prepared to litigate this matter if you refuse to comply with this demand offer. Upon timely receipt of the \$1,000 payment, this letter shall be a general release of all claims herein.

I do authorize you to contact me via email [cejay80@gmail.com](mailto:cejay80@gmail.com) only to settle this matter.





February 16, 2023

Exhibit B

Dear Reference USPS Certified Mail:

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9414 8118 9876 5838 7963 03.**

## Item Details

<b>Status:</b>	Delivered, Front Desk/Reception/Mail Room
<b>Status Date / Time:</b>	February 16, 2023, 3:16 pm
<b>Location:</b>	HOUSTON, TX 77057
<b>Postal Product:</b>	First-Class Mail®
<b>Extra Services:</b>	Certified Mail™
	Return Receipt Electronic
<b>Recipient Name:</b>	Greenburg Grant Richards INC ATTN President C

## Recipient Signature

Signature of Recipient:

Sushil Kumar

Sushil Kumar

Address of Recipient:

5858 Westheimer Rd

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004